

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM: Chief John George/693-8320
Prepared by Ida Canizares

SUBJECT: Resolution

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE DAVIE POLICE DEPARTMENT TO PARTICIPATE IN THE JAG PROGRAM WITH THE BROWARD SHERIFF'S OFFICE AS THE LEAD AGENCY TO RECEIVE A \$19,128.00 GRANT FROM THE U.S. DEPARTMENT OF JUSTICE FOR LAW ENFORCEMENT PROGRAMS, AND AUTHORIZING ACCEPTANCE AND EXECUTION OF THE GRANT, IF AWARDED.

REPORT IN BRIEF: The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows local governments to support a broad range of activities to prevent and control crime based on their own needs and conditions. The Broward County Sheriff Office has been designated as the lead agency and grant administrator for the agencies in Broward County participating in the JAG Program. Pursuant to the JAG Program guidelines, funding will be provided to the Broward Sheriff's Office who will then disperse the funds to the parties in the amount determined by the JAG Program. The Davie Police Department will receive \$19,128.00. These funds will be utilized to purchase the necessary equipment and technology for our crime prevention efforts. This resolution authorizes submission of the proposal and execution of the Memorandum of Understanding included as Exhibit "A".

PREVIOUS ACTIONS: N/A

CONCURRENCES: N/A

FISCAL IMPACT:

Has request been budgeted? NO
No Match requirement

RECOMMENDATION (S): Motion to approve resolution

ATTACHMENT (S): Resolution
Program Summary
Memorandum of Understanding

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE DAVIE POLICE DEPARTMENT TO PARTICIPATE IN THE JAG PROGRAM WITH THE BROWARD SHERIFF'S OFFICE AS THE LEAD AGENCY TO RECEIVE A \$19,128.00 GRANT FROM THE U.S. DEPARTMENT OF JUSTICE FOR LAW ENFORCEMENT PROGRAMS, AND AUTHORIZING ACCEPTANCE AND EXECUTION OF THE GRANT, IF AWARDED.

WHEREAS, the U.S. Department of Justice offers the Edward Byrne Memorial Justice Assistance Grant (JAG) Program to qualifying units of local government; and

WHEREAS, the Davie Police Department is eligible to receive \$19,128.00 in grant funding in 2006, with no local matching contribution required; and

WHEREAS, the Town of Davie Police Department will utilize the funds to purchase equipment and technology for our crime prevention efforts and community relations.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Town Administrator, Chief of Police, and/or appropriate staff to coordinate with the Broward Sheriff's Office to submit a grant application to the U.S. Department of Justice, Edward Byrne Memorial Justice Assistance Grant (JAG) Program, and to execute the Memorandum of Understanding included as Exhibit "A".

SECTION 2. The Town Council authorizes the Town Administrator, Chief of Police, and/or appropriate staff to accept and implement the grant, if awarded, and to execute all necessary grant contracts, documents and reports.

SECTION 3. The Town Council authorizes the Director of Budget and Finance to recognize grant revenue, if awarded.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2006.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2006

Program Narrative

The Davie Police Department strives to promote a positive partnership with the community while maintaining the highest level of integrity and professionalism. The current bicycle patrol officers within our Special Operations Unit bridge the gap between law enforcement officers and citizens to create a unity that is an important component in crime fighting. It is our belief that by increasing mobility, visibility and interaction the bicycle patrol officer can positively affect the everyday workings of a police department and positively improve on the relationship between the officers and the community. The most beneficial purpose of bicycle officers is the advantage they gain with the use of the bicycle as opposed to police vehicles by the ability to reach inaccessible areas and to approach in-progress crimes without being noticed. Bicycle officers in the neighborhoods and businesses are approachable and benefit from a close contact with the community when conducting patrol duties and solving crime.

In order to expand the community policing function, the department will enhance the bicycle patrol function with the purchase of supplementary bicycles to be used by additional patrol officers to expand the problem solving/community policing efforts. The department will equip the bicycles with luggage racks that carry nylon trunk bags. These bags carry several pieces of equipment that officers may need. The bicycles will also be equipped with rechargeable headlights and odometer/speedometers. In addition to expanding the bicycle patrol function, the department will enhance the Crime Scene Unit with the purchase of technology and equipment that will enable the Unit to effectively identify, collect and preserve physical evidence at crime scenes. Any residual funding will be used for crime prevention/community relations activities.

Budget Narrative

The Davie Police Department will utilize JAG funds to purchase police bicycles and necessary equipment for the bicycle patrol activities, technology for crime scene investigations, and crime prevention/community relations activities.

2006 BYRNE JUSTICE ASSISTANCE GRANT

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MOU) is being executed by the below listed parties:

KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY (BSO)

CITY OF HALLANDALE BEACH

CITY OF DANIA BEACH

CITY OF FORT LAUDERDALE

CITY OF DEERFIELD BEACH

CITY OF HOLLYWOOD

CITY OF OAKLAND PARK

CITY OF MIRAMAR

CITY OF POMPANO BEACH

CITY OF LAUDERHILL

CITY OF LAUDERDALE LAKES

CITY OF PEMBROKE PINES

CITY OF NORTH LAUDERDALE

CITY OF PLANTATION

TOWN OF DAVIE

CITY OF CORAL SPRINGS

CITY OF SUNRISE

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation, which exists between the participating agencies, listed above.

I. PURPOSE

This MOU establishes the relationship between the parties for participation in the 2006 Byrne Justice Assistance Grant (JAG) program.

II. PROCEDURES

The Broward Sheriff's Office (BSO) will be the lead agency and Grant Administrator for the agencies in Broward County, Florida, participating in the JAG Program. Pursuant to the JAG Program guidelines, funding from the JAG Program will be provided to the Broward Sheriff's Office. The Broward Sheriff's Office shall then disperse the funds to the parties in amounts determined by the JAG Program. For Cities that currently contract with the Broward Sheriff's Office for police services, BSO shall retain the funds for use in the appropriate BSO districts pursuant to the contracts for police services. The grant award to each party is as follows:

BROWARD SHERIFF'S OFFICE	\$58,898
CITY OF HALLANDALE BEACH	\$28,067
CITY OF FORT LAUDERDALE	\$89,588
CITY OF HOLLYWOOD	\$60,734
CITY OF MIRAMAR	\$25,081
CITY OF LAUDERHILL	\$31,214
CITY OF MARGATE	\$11,763
CITY OF PEMBROKE PINES	\$22,639
CITY OF PLANTATION	\$16,081
TOWN OF DAVIE	\$19,128
CITY OF CORAL SPRINGS	\$16,687
CITY OF SUNRISE	\$26,453
CITY OF DANIA BEACH	\$12,268
CITY OF DEERFIELD BEACH	\$20,036
CITY OF OAKLAND PARK	\$15,557
CITY OF POMPAÑO BEACH	\$47,901
CITY OF LAUDERDALE LAKES	\$15,093
CITY OF NORTH LAUDERDALE	\$13,317

III. ADMINISTRATIVE

Each party shall be responsible for submitting their own application for their individual JAG Program to the Broward Sheriff's Office. The Broward Sheriff's Office, Grants Management Office, will prepare the single application to include Program Narrative and Budget Narrative, and shall submit the application to the Office of Justice Programs, Bureau of Justice Assistance.

IV. **DURATION**

This MOU shall remain in effect for Four Years. Continuation of this MOU shall be subject to the availability of necessary funding from the JAG Program. This MOU may be modified at any time upon written agreement of all involved agencies.

The participating agencies may withdraw from this agreement at any time by providing a 30 day written notice of its intent to withdraw to all other participating agencies.

V. **LIABILITY**

Each party is entitled to the privileges and protections of sovereign immunity pursuant to Ch. 768.28, Fla. Stat. Pursuant to that section, each party shall be responsible for the negligent acts of their respective employees. Nothing in this MOU shall be construed to create a third-party beneficiary

VI. **GUIDELINES**

Each party must adhere to requirement standards set forth in the Office of Justice Programs' *Financial Guide, as amended and* Federal OMB Circular A-133, as applicable.

VII. **RECORDS**

(a) Each Party shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of execution of the MOU, and shall allow SHERIFF access to such records upon request.

(b) Each Party, its employees or agents, shall allow access to its records concerning this MOU at reasonable times to SHERIFF, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not limited to, auditors retained by SHERIFF.

(c) Upon reasonable notice, RECIPIENT shall provide such additional updates or information as may be required by SHERIFF.

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2006 BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING

KENNETH C. JENNE, II, SHERIFF OF BROWARD COUNTY

KENNETH C. JENNE, II
Sheriff

Date: _____

Approved as to form and legal
sufficiency subject to execution
by the parties:

By _____
Office of the General Counsel

Date: _____

2006 BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING

TOWN OF DAVIE

By _____
Authorized Representative

Date: _____

Approved as to form and legal
sufficiency subject to execution
by the parties:

By _____

Date: _____